

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370789

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apnicure, Inc.		01/19/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, M/C 7578		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4143039	ATTUNE	
Registration Number:	4143040	APNICURE	
Registration Number:	4280815	WINX	
Registration Number:	4259043	WINX	
Registration Number:	4258212	UNMASKING SLEEP APNEA	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	355281-131		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	01/27/2016		

CH \$140.00 4143039

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 19, 2016 by and between COMERICA BANK ("Bank") and APNICURE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as July 31, 2013 by and between Grantor and Bank, as amended by that certain First Amendment and Waiver to Loan and Security Agreement dated of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor and grant other credit accommodations to or for the benefit of Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation: (i) all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), (ii) the right to sue for past, present and future infringements, (iii) all rights corresponding thereto throughout the world and (iv) all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

900 Chesapeake Drive
Redwood City, CA 94063
Attn: Matthias Vaska, CEO
Fax: (650) 361-9300

APNICURE, INC.

By: 

Name: Matthias Vaska

Title: President & CEO

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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900 Chesapeake Drive
Redwood City, CA 94063
Attn: Matthias Vaska, CEO
Fax: (650) 361-9300

APNICURE, INC.

By: _____

Name: _____

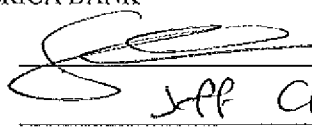
Title: _____

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By:  _____

Name: Jeff Chapman

Title: SVP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Issued Patents		
Methods & systems for improving airway patency	8,122,889	Feb 28, 2012
Methods & systems for creating pressure gradients to improve airway patency	8,074,656	Dec 13, 2011
Methods & systems for saliva management with an oral device	8,122,890	Feb 28, 2012
Oral device for anterior advancement and medial constraint of the tongue	8,387,620	Mar 5, 2013
Method & system for sizing an oral device	8,402,973	Mar 26, 2013
Methods & systems for improving airway patency	8,505,540	Aug 13, 2013
Airway device with tongue-engaging member	8,573,223	Nov 5, 2013
Methods & systems for improving airway patency	8,656,922	Feb 25, 2014
Airway device with tongue-engaging member	8,667,970	Mar 11, 2014
Methods & systems for saliva management with an oral device	8,701,672	Apr 22, 2014
Saliva management system with continuous flow through oral device	8,979,823	Mar 17, 2015
Method and system for sizing an oral appliance using overlays	9,101,498	Aug 11, 2015
Methods& systems for improving airway patency	5404642	Nov 8, 2013
Airway device with tongue-engaging member	ZL201180034825.X	Jan 15, 2015

U.S. Applications

Screen-based method & system for sizing an oral appliance (provisional)	61/647,446	May 15, 2012
Screen-based method & system for sizing an oral appliance	13/787,237	Mar 6, 2013
Apparatus & methods for reducing foaming during saliva collection	13/546,453	Jul 12, 2012
Oral device for anterior advancement and medial constraint of the tongue	13/759,793	Feb 5, 2013
Method & system for sizing an oral device	13/772,653	Feb 21, 2013
Oral device for mandibular advancement and medial tongue constraint	13/781,996	Mar 1, 2013
Methods & systems for improving airway patency	13/912,021	Jun 6, 2013
Heating element for reducing foaming for saliva collection (provisional)	61/831,833	Jun 6, 2013
Heating element for reducing foaming for saliva collection	14/297,811	Jun 6, 2014
Oral device for anterior advancement of the tongue	13/943,045	Jul 16, 2013
Reservoir antechamber for reducing foaming during saliva collection (provisional)	61/887,579	Oct 7, 2013

Reservoir antechamber for reducing foaming during saliva collection	14/507,994	Oct 7, 2014
Systems, devices, and methods for retaining oral devices for airway treatment (provisional)	61/889,584	Oct 11, 2013
Systems, devices, and methods for retaining oral devices for airway treatment	14/511,404	Oct 10, 2014
Methods & systems for improving airway patency	14/626,097	Feb 19, 2015
Airway device with tongue-engaging member	14/158370	Jan. 17, 2014
Saliva management System with continuous flow through oral device	14/624088	Feb 17, 2015

International Applications

China

Methods & systems for improving airway patency	200880123479.0	Nov 13, 2008
Method & system for sizing an oral device	201180048176.9	Jul 11, 2011
Saliva management system with continuous flow through oral device	201280017595.0	Feb 6, 2012

EU

Methods & systems for improving airway patency	08849727.6	Nov13, 2008
Airway device with tongue-engaging member	11810152.6	Jul 8, 2011
Method & system for sizing an oral device	11818514.9	Jul 11, 2011
Saliva management system with continuous flow through oral device	12744218.4	Feb 6, 2012

Japan

Methods & systems for improving airway patency (divisional)	2013-112564	Nov 13, 2008
Airway device with tongue-engaging member	2013-520731	Jul 8, 2011
Method & system for sizing an oral device	2013-524850	Jul 11, 2011
Saliva management with continuous flow through oral device	2013-553481	Feb 6, 2012

PCT

Methods & systems for improving airway patency	US2008/083440	Nov 13, 2008
Airway device with tongue-engaging member	US2011/043384	Jul 8, 2011
Airway device with tongue-engaging member	PCT/US2014/013406	Jan 28, 2014
Method & system for sizing an oral device	US2011/043574	Jul 11, 2011
Saliva management system with continuous flow through oral device	PCT/US2012/024030	Feb 6, 2012
Screen-based method & system for sizing an oral appliance	PCT/US2013/040152	May 8, 2013
Apparatus & methods for reducing foaming during saliva collection	PCT/US2013/0499901	Jul 10, 2013
Oral device for anterior advancement of the tongue	PCT/US2013/055734	Aug 20, 2013
Oral device for mandibular advancement and medial tongue constraint	PCT/US2014/018049	Feb 24, 2014
Heating element for reducing foaming during saliva collection	PCT/US2014/041421	Jun 6, 2014

¹ Abandoned

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
U.S.		
ATTUNE	4,143,039	May 15, 2012
APNICURE	4,143,040	May 15, 2012
WINX and design (Logo artwork)	4,280,815	Jan. 22, 2013
WINX	4,259,043	Dec. 11, 2012
UNMASKING SLEEP APNEA	4,258,212	Dec. 11, 2012
EU		
ATTUNE	008821746	Jul. 13, 2010
WINX	10857878	Sep. 28, 2012
DREAMLINE	10857902	Oct. 24, 2012
ApniCure	11576568	Jul. 12, 2013
Australia		
WINX	1579398	Sep. 10, 2013
Japan		
WINX	5642712	Jan. 10, 2014